

Fill in this information to identify the case:

Debtor 1 Donal Martin McDonaghDebtor 2 Michele Rawls McDonagh  
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Tennessee

Case number 12-27642

## Official Form 410S1

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association, et al.Court claim no. (if known): 21-1Last 4 digits of any number you use to  
identify the debtor's account:1 4 6 0

Date of payment change:

Must be at least 21 days after date  
of this notice08/01/2018

New total payment:

\$ 6,201.79

Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

## 1. Will there be a change in the debtor's escrow account payment?

☒ No☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_

New escrow payment: \$ \_\_\_\_\_

**Part 2: Mortgage Payment Adjustment**

## 2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_Current interest rate: 6.00%New interest rate: 5.25%Current principal and interest payment: \$ 5,992.45New principal and interest payment: \$ 6,201.79**Part 3: Other Payment Change**

## 3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.  
(Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1 Donal Martin McDonagh  
First Name Middle Name Last Name

Case number (if known) 12-27642

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X/s/ Megan M. Lynch**

Signature

Date 05/31/2018

Print: Megan M. Lynch  
First Name Middle Name Last Name

Title Bankruptcy Asset Manager

Company SN Servicing Corporation

Address 323 5th Street  
Number Street

Eureka CA 95501  
City State ZIP Code

Contact phone 800-603-0836

Email bknotices@sns.com



**SN SERVICING CORPORATION**

323 FIFTH STREET  
EUREKA CA 95501

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(800) 603-0836

Para Español, Ext. 2660, 2643 o 2772

8:00 a.m. - 5:00 p.m. Pacific Time

Main Office NMLS #5985

Branch Office NMLS #9785

DONAL MARTIN MCDONAGH  
2416 SANDERS RIDGE  
GERMANTOWN TN 38138

May 18, 2018

RE: Loan Number:

### Subsequent Interest Rate Adjustment Notice

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SN SERVICING CORPORATION, THEIR EMPLOYEES, AGENTS AND ATTORNEYS ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED BY US WILL BE USED FOR THAT PURPOSE. TO THE EXTENT THAT YOU MAY HAVE RECEIVED A DISCHARGE IN BANKRUPTCY THIS COMMUNICATION SHOULD NOT BE CONSTRUED AS INTENT TO SUBJECT YOU TO PERSONAL LIABILITY FOR THE DISCHARGED DEBT.

#### Changes to Your Mortgage Interest Rate and Payments on July 1, 2018

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a five-year period during which your interest rate stayed the same. That period ends on July 1, 2018, so on that date your interest rate and mortgage payment change. After that, your interest rate will not change every 5 years for the rest of your loan term.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	6.00%	5.25%
Total Monthly Payment	\$5,992.45	\$6,201.79 (due August 1, 2018)

**IMPORTANT:** To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Creditor retains rights under its security instrument, including the right to foreclose its lien.

**Interest Rate:** We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is the 1 Yr Treas. Sec Wkly Avg and your margin is 3.00%. The 1 Yr Treas. Sec Wkly Avg index is published Weekly in The Federal Reserve. The index rate plus margin will be rounded to the nearest 0.125%.

**Rate Limits:** Your rate cannot go higher than 12.25%, or lower than 3.00% over the life of the loan. Your rate can increase every years by no more than 2.00%. Your rate can decrease every 5 years by no more than 2.00%.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. These amounts are based on the 1 Yr Treas. Sec Wkly Avg index, your margin, your loan balance of \$326,650.83, and your remaining loan term of 60 months.

**Prepayment Penalty:** None

Please continue to mail your payments as previously directed. The title and telephone number of a person who will answer any question you may have regarding this notice is:

Name: Katie Greene

Title: Asset Manager

Toll Free Number: (800) 603-0836, ext: 2715

**\*If your account is not contractually current, the new payment agreement will not go into effect until your loan is due for 08/01/2018.**

**CERTIFICATE OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF HUMBOLDT

I, Megan M. Lynch, certify that I am a resident of the County aforesaid; I am over the age of 18 years and not a party to the within action; my business address is 323 Fifth Street, Eureka, California 95501.

On May 31<sup>st</sup> 2018 I served the within NOTICE OF MORTGAGE PAYMENT CHANGE on all interested parties in this proceeding by placing a true and correct copy thereof enclosed in a sealed envelope with postage prepaid in the United States mail at Eureka, California, addressed as follows:

Donal and Michele Mcdonagh  
2416 Sanders Ridge  
Germantown, TN 38138-6144

George W. Stevenson  
5350 Poplar Avenue, Suite 500  
Memphis, TN 38119-3697

James D. Gentry  
5100 Poplar Avenue, Suite 2008  
Memphis, TN 38137

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 31<sup>st</sup> 2018 at Eureka, California.

/s/ Megan M. Lynch  
Megan M. Lynch